

APN: 1318-27-001-015

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, Colorado 80202
Attention: Eileen Lynch
Re: NOCAL Edgewood Golf Course

(Space above this line for recorder's use)

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMENT AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 23rd day of April 2019, among U.S. Bank National Association, whose mailing address is 229 Kingsbury Grade, Stateline, Nevada 89449 ("Lender"), Edgewood Companies, a Nevada corporation, with its principal offices located at 212 Elks Point Road, Zephyr Cove, Nevada 89449 ("Landlord"), and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to the Land and Tower Lease Agreement dated April 23, 2019, (the "Lease") between Landlord and Tenant, of premises located at 180 Lake Parkway, Stateline, Nevada ("Landlord's Property"), and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Lender has made two loans to Landlord:

i. Loan secured by a Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing on the Landlord's Property recorded on October 1, 2015 at Reception No. 2015-870549 in the Official Records of the County Recorder of Douglas County, Nevada (as may be amended, the "First Mortgage"); and

ii. Loan secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing on the Landlord's Property recorded on October 1, 2015 at Reception No. 2015-870550 in the Official Records of the County Recorder of Douglas County, Nevada (as may be amended, the "Second Mortgage").

The First Mortgage together with the Second Mortgage shall be collectively referred to herein as the "Mortgage".

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust or mortgage given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust or mortgage beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of Landlord's Property pursuant to the terms of the Lease ("Premises"), as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Mortgage, and the lien thereof, and all rights of Lender thereunder.

2. Consent. Lender consents to the Lease and to the Tenant's use and occupancy of the Premises under the Lease.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage, becomes the owner of Landlord's Property, by reason of any foreclosure of the Mortgage, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct Lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other

purchaser shall not disturb Tenant in Tenant's possession of the Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of an agreement obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

5. Security Instruments/Tenant's Property. Notwithstanding anything to the contrary contained herein, in the Mortgage or in any security instrument (including, but not limited to, any UCC-1 financing statements or any other financing instrument, agreement, or renewal or continuation thereof) executed in connection with the Mortgage, neither the Mortgage nor any such security instrument shall encumber or subject, or be construed as encumbering or subjecting, in any manner to the lien of the Mortgage or any such security instrument, any equipment, fixtures, antenna structures or any other trade fixture or other personal property installed or placed in or on Landlord's Property by or for Tenant.

6. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

7. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

8. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

10. Environmental Matters. Lender consents to Tenant's use on the Premises of a generator and batteries necessary for the communications facility, provided that Tenant is in compliance with all federal environmental or industrial hygiene laws and regulations.

LENDER:

U.S. Bank National Association

By: Brian P. Hogan

Name: Brian Hogan

Title: Regional President

Date: 10/29/18

LANDLORD:

Edgewood Companies, a Nevada corporation

By: John McLaughlin

Name: JL McLaughlin

Title: President & CEO

Date: 10/24/2018

TENANT:

Sacramento Valley Limited Partnership
d/b/a Verizon Wireless

By: AirTouch Cellular, Its General Partner

By: James Walter

Name: James Walter

Title: Executive Director Network

Date: 4/23/19

[Notary Blocks on Following Pages]

LENDER:

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Subordination, Consent, Non-Disturbance and Attornment Agreement was acknowledged before me this 29 day of OCTOBER, 2018, by BRIAN P HOEAD, as REGIONAL PRESIDENT of and on behalf of U.S. Bank National Association.

WITNESS my hand and official seal.

My commission expires: APRIL 20, 2020



Notary Public

LANDLORD:

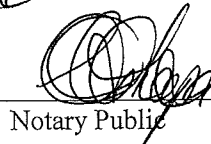
STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)



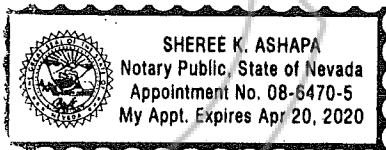
The foregoing Subordination, Consent, Non-Disturbance and Attornment Agreement was acknowledged before me this 29 day of OCTOBER, 2018, by JOHN McHAUGHWIN as PRESIDENT / CEO of and on behalf of Edgewood Companies, a Nevada corporation.

WITNESS my hand and official seal.

My commission expires: APRIL 20, 2020



Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On April 23rd 2019 before me, Brandon Gephart, Notary Public (here insert name and title of officer), personally appeared James Wales, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

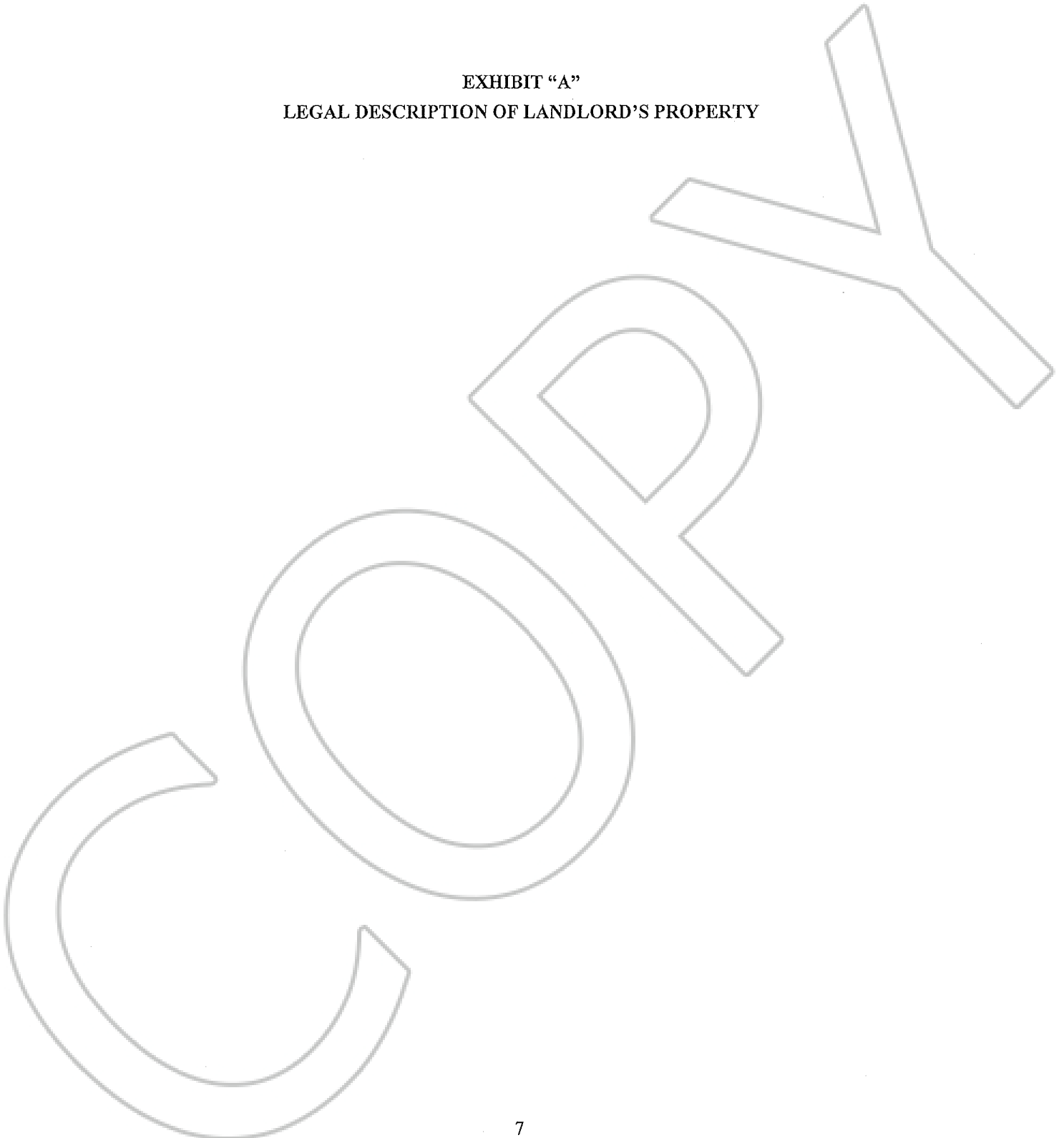
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

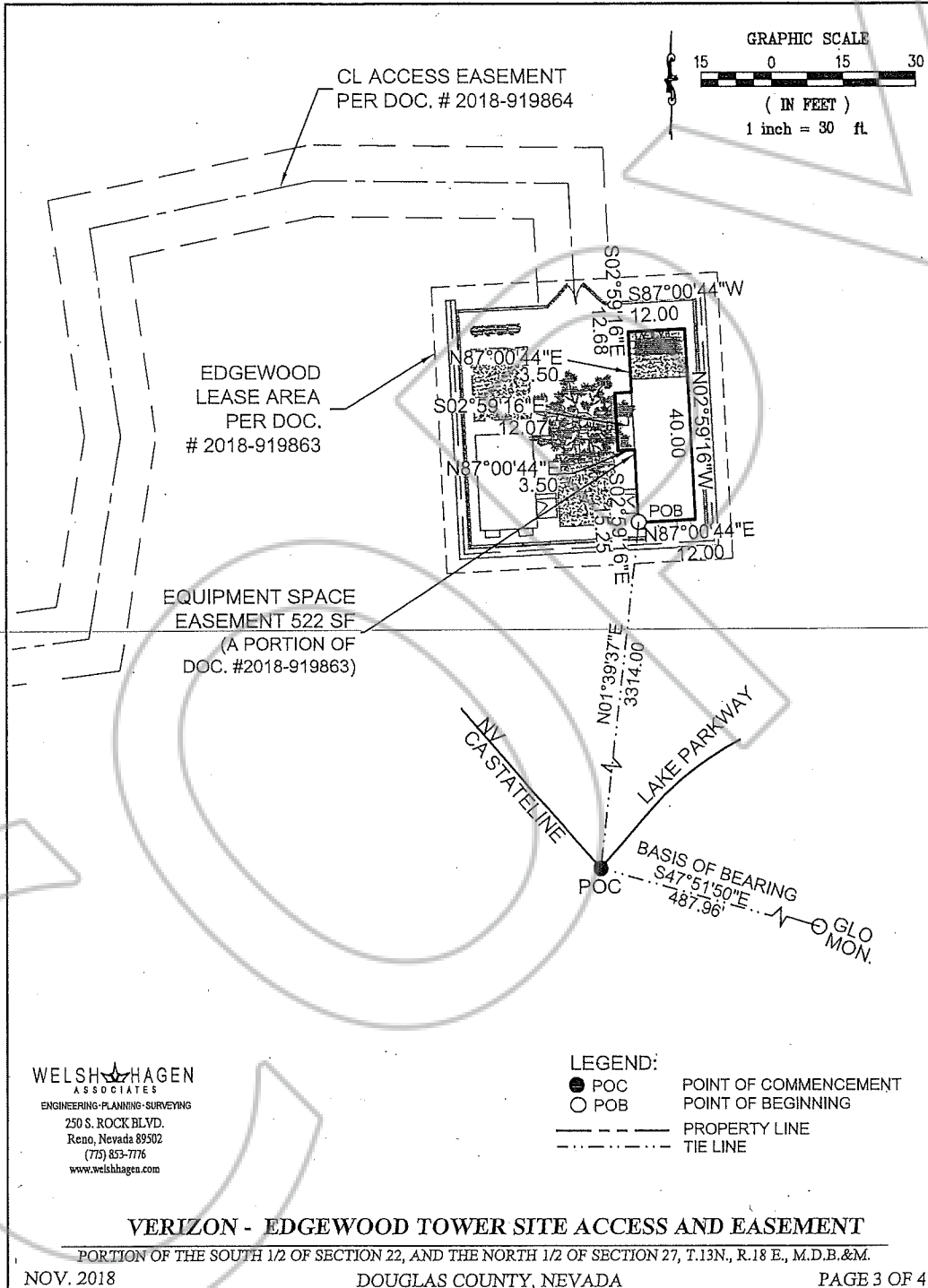
WITNESS my hand and official seal.

Signature 



EXHIBIT "A"
LEGAL DESCRIPTION OF LANDLORD'S PROPERTY





GRAPHIC SCALE



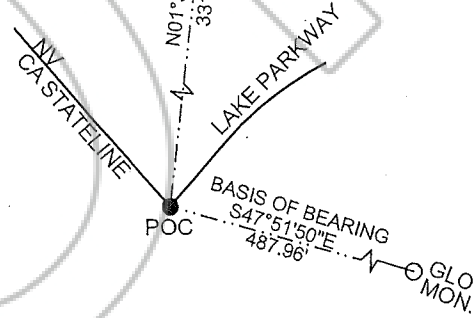
(IN FEET)

1 inch = 30 ft.

CL ACCESS EASEMENT
PER DOC. # 2018-919864

EDGEWOOD
LEASE AREA
PER DOC.
2018-919863

EQUIPMENT SPACE
EASEMENT 522 SF
(A PORTION OF
DOC. #2018-919863)



WELSH HAGEN
ASSOCIATES
ENGINEERING-PLANNING-SURVEYING
250 S. ROCK BLVD.
Reno, Nevada 89502
(775) 853-7776
www.welshhagen.com

- LEGEND:
- POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - PROPERTY LINE
 - - - - - TIE LINE

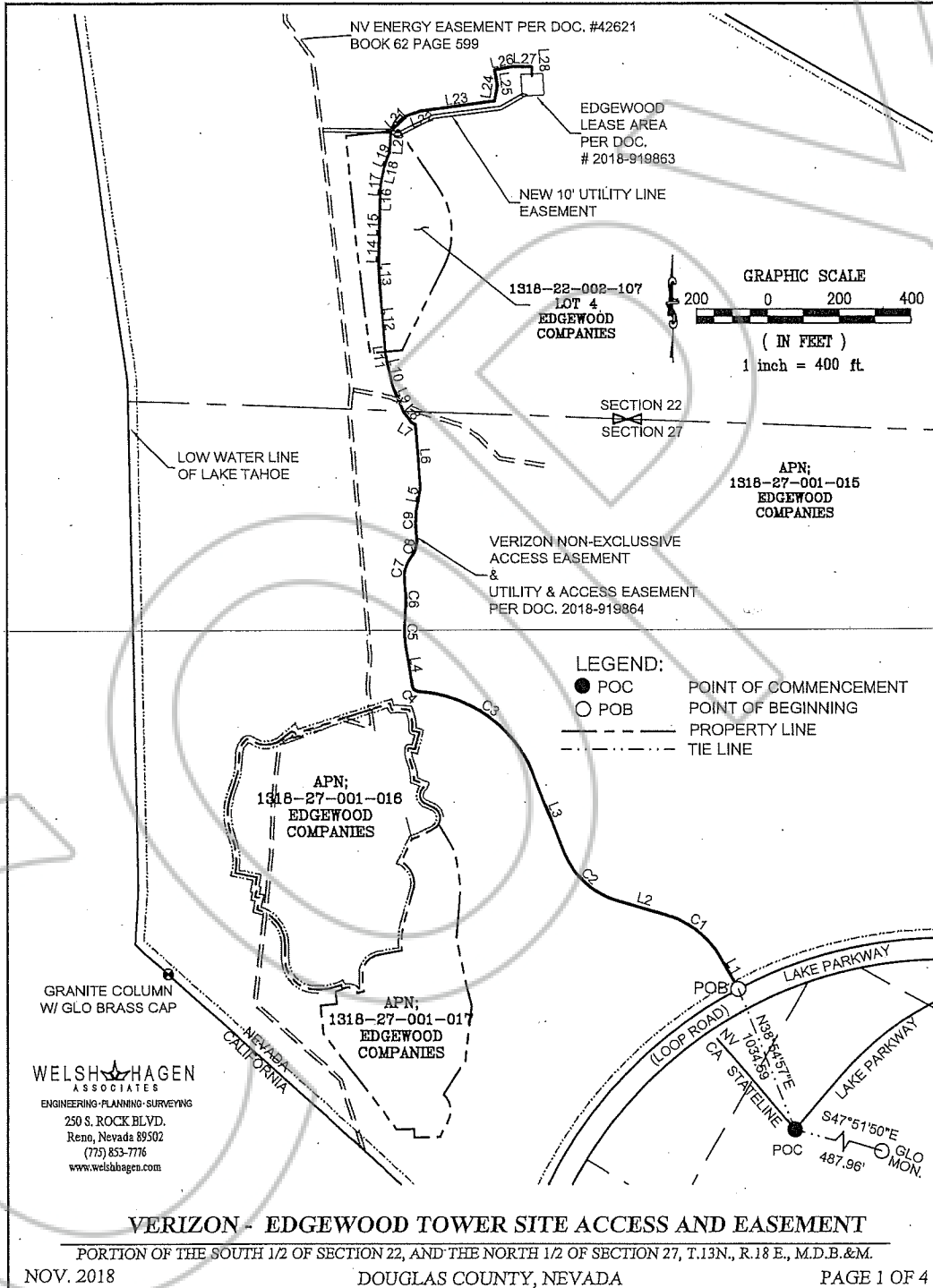
VERIZON - EDGEWOOD TOWER SITE ACCESS AND EASEMENT

PORTION OF THE SOUTH 1/2 OF SECTION 22, AND THE NORTH 1/2 OF SECTION 27, T.13N., R.18 E., M.D.B.&M.

NOV. 2018

DOUGLAS COUNTY, NEVADA

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LINE TABLE		
LINE	LENGTH	BEARING
L1	126.45	S29°31'57"E
L2	153.98	S73°13'00"E
L3	244.83	S21°33'01"E
L4	117.27	S09°47'29"E
L5	39.32	S11°24'51"W
L6	180.12	S04°00'09"E
L7	14.34	S59°03'57"E
L8	37.82	S37°51'55"E
L9	77.95	S22°17'02"E
L10	76.99	S13°34'09"E
L11	19.74	S08°31'05"E
L12	179.49	N05°02'25"W
L13	72.93	N03°33'02"W
L14	56.34	N01°49'58"E
L15	91.75	N01°50'35"E
L16	54.43	N01°33'40"E
L17	22.54	N05°49'34"E
L18	48.82	N13°15'12"E
L19	37.14	N22°56'30"E
L20	58.60	N03°51'47"E
L21	62.25	N47°02'46"E
L22	42.41	N71°29'44"E
L23	205.79	N82°12'00"E
L24	42.92	N09°06'42"E
L25	44.00	N08°20'55"W
L26	48.08	N78°03'02"E
L27	53.16	N89°23'11"W
L28	24.44	N03°04'06"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD DIR.	CHORD
C1	165.67	248.37	N54°07'57"W	162.62
C2	198.38	220.00	S47°23'00"E	191.73
C3	408.58	358.19	N54°13'40"W	386.78
C4	20.19	15.00	S48°20'54"E	18.70
C5	70.23	257.75	S01°59'10"E	70.01
C6	112.01	513.12	N00°26'04"W	111.79
C7	66.07	83.68	S15°55'52"W	64.37
C8	65.20	81.25	N15°33'49"E	63.46
C9	95.34	290.01	S01°59'44"W	94.92

WELSH HAGEN
 ASSOCIATES
 ENGINEERING-PLANNING-SURVEYING
 250 S. ROCK BLVD.
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